



**COUNCIL AGENDA
FOR THE BRAWLEY CITY COUNCIL
SUCCESSOR AGENCY
Regular Meeting
Tuesday, March 6, 2012 @ 6:00 PM**

**Brawley Council Chambers
383 Main Street
Brawley, California 92227**

George A. Nava, Mayor
Sam Couchman, Mayor Pro-Tempore
Miguel C. Miranda, Council Member
Ryan E. Kelley, Council Member
Don C. Campbell, Council Member

Alma Benavides, City Clerk
Jim Hamilton, City Treasurer
Dennis H. Morita, City Attorney
Rosanna Bayon Moore City Manager

CALL TO ORDER

ROLL CALL

INVOCATION ***Pastor Richard Rodriquez, House of Bread Ministries***

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. PUBLIC APPEARANCES/COMMENTS (Not to exceed 4 minutes) *this is the time for the public to address the Council on any item not appearing on the agenda that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. Please **direct your questions and comments to the City Council.***

2. PROCLAMATION PRESENTATION

- a. 100th Anniversary of Girl Scouts of America – Adina Veen

3. DEPARTMENTAL REPORTS

- a. Monthly Staffing Report – Shirley Bonillas, Personnel & Risk Management Administration.

4. CONSENT AGENDA Items are approved by one motion. Council Members or members of the public may request consent items that be considered separately at a time determined by the Mayor.

- a. Approve Accounts Payable for: February 16, 2012
- b. Approve amendment of purchase sale and joint escrow instructions for property located at 1080 G Street for purchase of \$38,000. Reject all bids for APNs 047-231-013 and 047-231-014.
- c. Award bid to A & R Construction Inc., for Project No. 2011-06, K Street Drainage Improvements Project in the amount of \$242,410.
- d. Approve 2nd Reading of Ordinance No. 2012-01: Ordinance of the City Council of the City of Brawley, California establishing a No Parking Zone.
- e. Approve Amendment No. 1 to Brawley City Manager's Employment Agreement.
- f. Authorize City Manager to execute letter of Public Convenience and Necessity to be submitted with Department of Alcoholic and Beverage Control (ABC) Zoning Affidavit.

5. REGULAR BUSINESS

- a. IVTA Update – Louis Wong, Network Administrator

6. COUNCIL MEMBER REPORTS

7. CITY MANAGER REPORT

8. CLOSED SESSION

- a. Conference with Labor Negotiator
Agency designated representative: Rosanna Bayon Moore, City Manager
Employee organizations:
(a) Teamsters Local 542
- b. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(a)):
 - 1. City of Brawley vs. La Paloma
 - 2. City of Brawley vs. Springhouse

ADJOURNMENT Adjourn to ***Tuesday, March 20, 2012 @ 6:00 PM***, City Council Chambers, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Alma Benavides, City Clerk @ 760-351-3080.

Alma Benavides, City Clerk



Proclamation presented to Girls Scouts of USA

Whereas, on March 12, 2012, Girls Scouts of the USA will celebrate its 100th Anniversary; and

Whereas, Juliette Gordon Low gathered 18 girls in Savannah, Georgia to register the first troop of scouts; and

Whereas, Ms. Low recognized the need to bring girls of all backgrounds into the out of doors giving them an opportunity to become self reliant; and

Whereas, 100 years later, with 3.2 million members and 50 million living alumnae, Girl Scouts has shaped the lives of 80% of America's female senior executives, business owners, two thirds of women in Congress and virtually every female astronaut; and

Whereas, Girls Scouts San Diego, collaborating with over 13,000 adult volunteers and serving 31,000 girls locally, will mark this historic milestone; and

Whereas, as a token of appreciation the Brawley City Council proclaims this 12th day of March as "Girl Scout Day" in Brawley.

In witness hereof, I have hereunto set
my hand and caused the Seal of the
City of Brawley to be fixed on this 12th
day of March, 2012.

George A. Nava, Mayor

Alma Benavides, City Clerk

Monthly Staffing Report

Prepared as of: 03/02/2012

Full-time Regular EE Groups	Authorized Positions	Filled Positions	Vacant Positions	Notes
Building & Community Development	7	5	0	Reduction in force 2 positions
Economic Development	1	0	0	Reduction in force 1 position
Finance	9	7	1	Accounting Assistant Reduction in force 1 position
Fire	15	14	1	Fire Chief
Personnel & Risk Management	2	1	0	Reduction in force 1 position
Information Technology	1	1	0	
Library	4	4	0	
Parks & Recreation	12	12	0	
Planning	2	2	0	
Police	52	49	3	2 Officers + Dispatcher
Public Works	40	39	1	WWTP 3
Records Management/City Clerk	4	2	0	Clerk as 2 positions/Reduction in force 1
Council Members	5	5	0	
Treasurer	1	1	0	
City Manager	1	1	0	
Total	156	143	6	

Groups	Limited Term Positions	Temp Positions	Temp Agency Positions	
Building & Community Dev	0	0	0	
Economic Development	0	0	0	
Finance	0	1	0	Accounting Assistant
Fire - Call Paid	0	23	0	
HR & Risk Management	0	0	0	
Information Technology	0	0	0	
Library	3	0	0	LAMBS
Parks & Recreation	0	6	0	
Planning	0	0	0	
Police	0	2	1	Graffiti, Car Washer, Clerk
Public Works	0	1	0	WWTP OIT
Records Management	0	1	0	Janitor - PT

NOTES: Parks and Recreation has 6 seasonal workers on the active payroll that are called in to turn on lights, open the Lions Center for events, etc. Performing these tasks with seasonal workers is more cost effective than paying overtime to a full time employee.

Prepared by: Shirley Bonillas, Personnel & Risk Management Administrator

Check Register Report

Date: 02/16/2012

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
17432	02/16/2012	Printed	A218	AE CONSULTING, INC.	Airport Taxiway Rehabilitation	31,750.00
17433	02/16/2012	Printed	A368	AFLAC INC.	Flex One Service January 2012	66.00
17434	02/16/2012	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Repair Computer PD #915	658.00
17436	02/16/2012	Printed	A126	ALSCO AMERICAN LINEN DIV.	Uniform Cleaning Service	445.24
17437	02/16/2012	Printed	P765	AMALGAMATED ENTERPRISES LL	Storage Rental Unit B208	345.00
17438	02/16/2012	Printed	A666	AMERICAN WATER WORKS ASSOC.	Membership Dues 4/1/12-3/31/13	98.00
17439	02/16/2012	Printed	A144	THOMAS ARMSTRONG	Reimburse FICA Taxes	158.99
17440	02/16/2012	Printed	A887	DAVID ARVIZU	Reimburse Water Dist. Grade 3	90.00
17441	02/16/2012	Printed	A140	ASSOCIATED DESERT NEWSPAPER	Notice From City Council	1,770.88
17442	02/16/2012	Printed	A160	ASSOCIATED LABORATORIES	Laboratory Analysis	515.00
17443	02/16/2012	Printed	A141	AT & T	Pole Relocation Transit Statio	2,308.48
17444	02/16/2012	Printed	A415	AUDIOGO	Audio Books	710.77
17445	02/16/2012	Printed	A592	AUTO ZONE, INC. #2804	Engine Degreaser FD #3964	304.80
17446	02/16/2012	Printed	A930	AVAYA FINANCIAL SERVICES	City Hall Phone System Upgrade	150.54
17447	02/16/2012	Printed	B897	BOARD OF EQUALIZATION	Jan 2012 Sales Tax Prepayment	138.00
17448	02/16/2012	Printed	B390	BRAWLEY AUTO BODY	Repair Unit #909	1,822.73
17449	02/16/2012	Printed	B269	BRAWLEY TRACTOR PARTS	Filters F.D. #3913	20.46
17450	02/16/2012	Printed	C189	MARSHALL CAVENDISH CORP.	Cultures of the World Book	207.73
17451	02/16/2012	Printed	C283	MEGHAN CHALUPNIK	Refund Deposit 683 S Rio Vista	96.12
17452	02/16/2012	Printed	C943	COLDWELL BANKER	Refund Deposit 811 Edgley	176.68
17453	02/16/2012	Printed	C910	CONVEYOR GROUP	COB Website Maintenance	1,020.00
17454	02/16/2012	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Bulletin Fees	22.00
17455	02/16/2012	Printed	C609	CHARLES P CROWLEY COMPANY	Ejector Kit, Valve, O-Rings	987.02
17456	02/16/2012	Printed	C225	CRWA	Cla-Val Basic Workshop/Walker	175.00
17457	02/16/2012	Printed	D152	JENNIFER E. DELGADO	Refund FICA Taxes	62.84
17458	02/16/2012	Printed	D103	DELTA DENTAL	Feb. Dental Insurance Premium	9,360.33
17459	02/16/2012	Printed	D478	DEPARTMENT OF JUSTICE	Finger Print Apps	32.00
17460	02/16/2012	Printed	D806	DEPT OF TOXIC SUBSTANCES CONTR	Enviornental Fees/Wildcat Road	36.79
17461	02/16/2012	Printed	D123	DESERT AIR CONDITIONING, IN	Air Conditioner Maint./Library	252.00
17462	02/16/2012	Printed	D988	DIGITAL BUSINESS SYSTEMS, INC.	Toner	9.95
17463	02/16/2012	Printed	D397	DION INTERNATIONAL TRUCKS, LLC	Belts F.D. #3991	246.93
17464	02/16/2012	Printed	D600	DISCOUNT SCHOOL SUPPLY	Healthy Teeth Kit	86.63
17465	02/16/2012	Printed	D246	JOHN R DOLOLU	Refund Overpmt 653 S Rio Vista	39.19
17466	02/16/2012	Printed	E554	ARNE EATON	Refund Deposit 1301 H Streeet	176.68
17467	02/16/2012	Printed	E298	EL CENTRO ANIMAL CLINIC, IN	Vet Services 9/20/2011	225.00
17468	02/16/2012	Printed	E216	EL CENTRO MOTORS	Control Arms P.D. #906	188.03
17469	02/16/2012	Printed	E101	EMPLOYMENT DEVELOPMENT	2011 4th Qtr Unemployment Reim	14,161.00
17470	02/16/2012	Printed	F510	FIFTH AVENUE BOOK CENTER	Books	444.66
17471	02/16/2012	Printed	F266	FIRE ETC., INC.	Vehicle Mount Lite Box	208.95
17472	02/16/2012	Printed	F256	FIRE SERVICE CORP.	Service Fire Extinguishers	130.92
17473	02/16/2012	Printed	F129	JUAN CARLOS FUENTES	Refund Deposit 1154 Welcome	176.68
17474	02/16/2012	Printed	G955	GALE GROUP	Cozy Mystery Plan Books	386.22
17475	02/16/2012	Printed	G049	MELINDA B. GERLT	Reimb. Mileage July, Dec, Jan	51.62
17476	02/16/2012	Printed	G158	YVETTE GOMEZ	Basketball Scorekeeper Feb 7	16.00
17477	02/16/2012	Printed	G010	GOYAL ENTERPRISES	Fuel For Motor Units	156.10
17478	02/16/2012	Printed	G536	GRAFFIK INDUSTRIES, INC.	Coolers-Employee Banquet	1,336.32
17479	02/16/2012	Printed	H119	HAAKER EQUIPMENT CO., INC.	Pulley, Spacers, Streets #15	560.97
17480	02/16/2012	Printed	H182	HACH COMPANY, INC.	Chlorine Analyzers Maint. Kit	697.38
17481	02/16/2012	Printed	H208	NATHAN HAMBY	BB Scorekeeper Feb 6, 8, 9	64.00
17482	02/16/2012	Printed	H512	HARRINGTON INDUSTRIAL PLASTICS	Black Tubing	350.32
17483	02/16/2012	Printed	H533	MARTHA GARCIA HEIDELBERG	Reimburse FICA Taxes	564.33
17484	02/16/2012	Printed	H374	DAVID A HILL JR	Refund Overpmt 357 W Jones	67.89

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
17485	02/16/2012	Printed	H104	HOLMAN PROFESSIONAL	Critical Incident Stress Mgmt	663.00
17486	02/16/2012	Printed	H377	HYDRAULICS & BEARING SUPPLY IN	Spare Bearing Sweeper #15	430.44
17487	02/16/2012	Printed	I102	I. I. D.	Canal Water Mansfield 3056449	38,012.00
17488	02/16/2012	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control/Fire Dept.	29.00
17491	02/16/2012	Printed	I301	IMPERIAL HARDWARE CO., INC.	Brushes, Covers, Tray Liner	1,066.96
17492	02/16/2012	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills Dec 30 to Jan 30	37,715.30
17493	02/16/2012	Printed	I412	IMPERIAL LANDFILL, INC.	Animal Dumping Fees	43.77
17494	02/16/2012	Printed	I443	IMPERIAL PRINTERS	Library Registration Cards	410.22
17495	02/16/2012	Printed	I432	IMPERIAL VALLEY COLLEGE	Work Study Student Thru 12/10	159.81
17496	02/16/2012	Printed	I975	IMPERIAL VALLEY HUMANE SOCIETY	Animal Control February 2012	4,500.00
17497	02/16/2012	Printed	I578	IMPERIAL VALLEY RESPITE INC	Refund Dep Overpmt 183 S 5th	360.70
17498	02/16/2012	Printed	I218	INTERSTATE BATTERY	Battery #909	173.94
17499	02/16/2012	Printed	I002	KARLA IRIBE	Reimb Mileage Jan-Feb	69.93
17500	02/16/2012	Printed	J819	JCI JONES CHEMICALS, INC.	Chlorine Gas Tanks	2,858.80
17501	02/16/2012	Printed	M438	LAW OFFICES OF JONES & MAYER	Attorney Services P.D. Legal	105.00
17502	02/16/2012	Printed	J309	JONES & STOKES, INC.	COB Service Area Plan	845.00
17503	02/16/2012	Printed	K797	KEARNY MESA AUTOMOTIVE CO.	Transmission Valve P.D. #101	141.59
17504	02/16/2012	Printed	K508	KENNEDY'S FOR TIRES, INC.	Oil Change #203 WWP	35.27
17505	02/16/2012	Printed	L223	LANDMARK CONSULTANTS, INC.	Soil Sampling For Fire No. 2	3,154.59
17506	02/16/2012	Printed	L105	LEAGUE OF CA CITIES CONFERENCE	2012 PW Officers Institute	525.00
17507	02/16/2012	Printed	L603	LIEBERT CASSIDY WHITMORE	Update Personnel Rules	4,311.00
17508	02/16/2012	Printed	M351	SUSAN MANGER	Reimburse Headphones	134.85
17509	02/16/2012	Printed	M714	MANPOWER	Temp Services Thru 01/29/12	597.20
17510	02/16/2012	Printed	M871	MAR-CO EQUIPMENT COMPANY	Fuse Panel, Relay Sweeper #16	243.92
17511	02/16/2012	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel Public Works	11,991.20
17512	02/16/2012	Printed	M765	GEOR MITCHELL BUILDERS, INC.	Clean 1080 G St House	271.00
17513	02/16/2012	Printed	M303	DENNIS H. MORITA, APC	Attorney Services Dec. 2011	9,015.50
17514	02/16/2012	Printed	M881	MOTOROLA, INC.	Radio System Service Agreement	2,841.21
17515	02/16/2012	Printed	M804	MYLO JANITORIAL	Cleaning Services	5,675.87
17516	02/16/2012	Printed	N161	NEWCASTLE FARMS, LLC.	Repair Motor WTP	1,214.38
17517	02/16/2012	Printed	N551	ERIKA NORIEGA	Reimb. Mileage Jan 11-Feb 6	150.41
17518	02/16/2012	Printed	N045	NORTHEND AUTOPARTS, INC.	Rags	989.42
17519	02/16/2012	Printed	0567	JIM O'MALLEY PLUMBING	PVC Elbows, Clamps	131.78
17520	02/16/2012	Printed	O233	O'REILLY AUTO PARTS	Marker Lights Sewer Maint #104	130.47
17521	02/16/2012	Printed	O755	OCE IMAGISTICS, INC.	Copy Machine Staples	110.93
17522	02/16/2012	Printed	O123	OCE	Police Copier Feb. Lease	247.03
17523	02/16/2012	Printed	O719	ERICK OCEGUERA	Basketball Referee Feb 6, 7, 8	80.00
17524	02/16/2012	Printed	O880	OFFICE DEPOT, INC.	Returned Shredder	40.84
17525	02/16/2012	Printed	O125	OFFICE SUPPLY CO.	Shredder	473.96
17526	02/16/2012	Printed	O113	OK RUBBER TIRES	Tires P.D. #923	244.00
17527	02/16/2012	Printed	O901	ORANGE COMMERCIAL CREDIT	Effluent Analysis WWTP	7,015.00
17528	02/16/2012	Printed	P344	PADRE JANITORIAL SUPPLIES, INC	Janitorial Supplies	8.03
17529	02/16/2012	Printed	P835	RICHARD PALACIO	Refund Overpmt 985 H St	56.81
17530	02/16/2012	Printed	P110	PESTMASTER SERVICES	Pest Control Library	35.00
17531	02/16/2012	Printed	P109	PETTY CASH -BRAWLEY P D	Petty Cash	139.65
17532	02/16/2012	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash	144.19
17533	02/16/2012	Printed	P603	PGI	Repair & Secure Window	216.59
17534	02/16/2012	Printed	P370	PIONEERS MEMORIAL HOSPITAL	Evidence Gathering	100.00
17535	02/16/2012	Printed	P255	PITNEY BOWES PURCHASE POWER	Postage/Police Dept.	455.89
17536	02/16/2012	Printed	P901	PLUMBERS DEPOT INC.	Fiber Poles, Nozzle, Grabber	781.19
17537	02/16/2012	Printed	P188	PLUMMER UPHOLSTERY	Repair Seats #918	236.66

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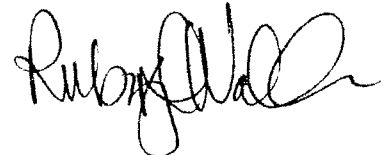
City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
17538	02/16/2012	Printed	P780	PRINCE & ASSOCIATES	Refund Dep Overpmt 1195 G St	210.28
17539	02/16/2012	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage Jan. 2012	396.85
17540	02/16/2012	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	1/24/12-2/6/12 PERS	94,067.36
17541	02/16/2012	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Thermal Jacket	382.13
17542	02/16/2012	Printed	R400	RANDOM HOUSE, INC.	Books On CD	62.02
17543	02/16/2012	Printed	R763	MARK& NORMA REBOLLAR	Refund Deposit	88.81
17544	02/16/2012	Printed	R271	RECORDED BOOKS, LLC	Continuous Order Plan	1,753.54
17545	02/16/2012	Printed	R928	LORENA RIOS	Refund Deposit 1148 Alamo	176.68
17546	02/16/2012	Printed	R974	LILIA ROCHA	Refund Deposit 610 N Palm Dr	112.15
17547	02/16/2012	Printed	R436	HUGO RODRIGUEZ	Reimburse FICA Taxes	525.04
17548	02/16/2012	Printed	R146	LETICIA ROMERO	Refund Deposit 1072 E Street	100.55
17549	02/16/2012	Printed	R852	ROMAN RUBIO	BB Ref/ScoreKeeper Feb 6, 8	48.00
17550	02/16/2012	Printed	S155	SAN DIEGO COUNTY	Police Radio System Fees Jan	2,464.50
17551	02/16/2012	Printed	S894	LUIS SANCHEZ	Reimburse FICA Taxes	849.94
17552	02/16/2012	Printed	S778	SCHAFFNER PACKING INC	Refund OvPymt Hangar 41	180.00
17553	02/16/2012	Printed	S407	DANIEL SCHLEYER	Reimburse FICA Taxes	787.98
17554	02/16/2012	Printed	S448	SANTIAGO SERRATOS	Refund Deposit 1069 E St	125.78
17555	02/16/2012	Printed	S885	SIRCHIE FINGERPRINT LABORATORI	Evidence Bags, Tape, Gloves	224.68
17556	02/16/2012	Printed	S936	TERESA SKREPENSKI	Reimb Picture Frames	204.04
17557	02/16/2012	Printed	S151	ROBERT SMITH	Reimburse FICA Taxes	234.13
17558	02/16/2012	Printed	S262	DANIEL DERRICK SOLANO	Basketball Referee Feb 6, 8, 9	80.00
17559	02/16/2012	Printed	S689	STAPLES ADVANTAGE	Printer Ink, Digital Camera	840.09
17560	02/16/2012	Printed	S712	STIFF EQUIPMENT INC.	Pulley - Parks Tractor #77	43.80
17561	02/16/2012	Printed	S849	STILLS ELECTRIC	Building Repair & Maint	622.43
17562	02/16/2012	Printed	S257	STK ARCHITECTURE, INC.	Services/Emergency Op Center	14,567.70
17563	02/16/2012	Printed	T233	THATCHER CO. OF CALIFORNIA, IN	Ferric Sulfate	5,458.68
17564	02/16/2012	Printed	T124	SEVERO TORRES	Reimb FICA Taxes	70.40
17565	02/16/2012	Printed	U404	UNIFIRST CORPORATION	Uniforms/Pablo Lopez	282.89
17566	02/16/2012	Printed	U630	UNITED PARCEL SERVICE, INC	Shipping Charges/Engineering	60.50
17567	02/16/2012	Printed	U156	UNITED ROTARY BRUSH CORP.	Broom Sweepers 15, 16, 110	738.33
17568	02/16/2012	Printed	V204	MARY DONEZ VALENZUELA	Refund OvPy 658 S Cesar Chavez	33.60
17569	02/16/2012	Printed	V611	CORY VAN DRIESSCHE	Reimb FICA Taxes	3,815.53
17570	02/16/2012	Printed	W221	WAL-MART STORES, INC. #01-1555	Crafts	131.77
17571	02/16/2012	Printed	W931	RUBY DOREEN WALLA	Travel Adv 2012 CSMFO Conf	547.20
17572	02/16/2012	Printed	W833	WATER TECH	Elbow	356.60
17573	02/16/2012	Printed	W629	WEST PAYMENT CENTER	2012 Penal & Vehicle Code	713.31
17574	02/16/2012	Printed	W450	WYMORE, INC.	Repair Gear Box	1,223.26
17575	02/16/2012	Printed	X100	XEROX CORPORATION	Copier Usage Jan	623.51
17576	02/16/2012	Printed	Y050	MICHAEL LEE YORK	Reimb Tuition Training Ins 1B	320.00

142

Checks Total (excluding void checks):

347,035.53



COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: March 6, 2012

City Manager: RBM

FROM: Prepared by: Rosanna Bayon Moore, City Manager
Presented by: Rosanna Bayon Moore, City Manager

SUBJECT: Sale of Excess City Owned Properties Located at 1080 G Street, (APN 049-052-005) and 2 Parcels Located at North Ulloa Avenue between B Street and D Street (APNs 047-231-013 and 047-231-014) in Brawley, CA.

RECOMMENDATION: Approve Agreement of Purchase, Sale and Joint Escrow Instructions between City of Brawley and KCAL Property Management, LLC in the amount of \$38,000 for the property located at 1080 G Street. Reject all bids for APNs 047-231-013 and 047-231-014.

DISCUSSION: In December of 2011, the Brawley City Council considered the sale of excess City owned properties. On December 20, 2011, the City Council voted unanimously to proceed with disposition and utilize a sealed bid process with an unpublished minimum bid threshold. The sale of three distinct parcels was advertised in the Sunday edition of the Imperial Valley Press on January 22, 2012 and highly visible signage was placed onsite.

On February 22, 2012, sealed bids were opened. The minimum threshold was met for the property located at 1080 G Street. The minimum threshold for the other two City owned properties was not reached. Therefore, it is staff's recommendation that all bids be rejected for APNs 047-231-013 and 047-231-014.

FISCAL IMPACT: Funds in the amount of \$38,000 shall be collected at the close of escrow and dedicated to Fire Station No. 2 project expenses.

ATTACHMENTS: Bid Summary, Agreement of Purchase, Sale and Joint Escrow Instructions

BID SUMMARY FOR: 1080 G Street, Brawley, CA 92227
BID OPEN DATE: February 22, 2012 @ 2:00 PM

BIDDER NAME	BID PROPOSAL
Pablo Lopez	\$30,000.00
KCAL Property Management, LLC.	\$38,000.00

BID SUMMARY FOR: Ulloa, Brawley, CA 92227 APN 047-231-013-000
BID OPEN DATE: February 22, 2012 @ 2:00 PM

BIDDER NAME	BID PROPOSAL
Equity Trust Company Custodian FBO Jitendra Goyal, IRA	\$5,000

BID SUMMARY FOR: Ulloa, Brawley, CA 92227 APN 047-231-014-000
BID OPEN DATE: February 22, 2012 @ 2:00 PM

BIDDER NAME	BID PROPOSAL
Equity Trust Company Custodian FBO Jitendra Goyal, IRA	\$5,000

AGREEMENT OF PURCHASE, SALE AND JOINT ESCROW INSTRUCTIONS

TO: Stewart Title of California, Inc.
760 West Main Street
El Centro, California 92243

This Agreement of Purchase, Sale and Joint Escrow Instructions ("Agreement") is made and entered into as of this ____ day of _____, 2012, by and between the City of Brawley, a municipal corporation of the State of California ("Seller" or "City") and KCAL, LLC, a California limited liability company ("Buyer"), with respect to the following:

Recitals

- A. Seller is the owner of that certain real property located in the City of Brawley commonly known as 1080 G Street, Brawley, California 92227 (APN 049-052-005) and more particularly described in Exhibit "A" attached hereto (the "Property").
- B. After engaging in a process to accomplish sale of the Property in the best interest of the City, Buyer submitted an offer which was accepted by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree that the terms and conditions of this Agreement and the instructions to Stewart Title of California, Inc. ("Escrow Holder") with regard to the escrow ("Escrow") created pursuant hereto are as follows:

Agreement

1. **Certain Basic Definitions.** For purposes of this Agreement, the following terms shall have the following definitions:

1.1 "**Business Day**" means any day that is not a Saturday, Sunday, or a holiday as defined in the California Government Code.

1.2 "**Buyer's Address**" means:

KCAL Property Management, LLC
1077 West Ross Road
El Centro, California 92243

1.3 “Closing Date” means March 21, 2012, or such earlier or later date to which Buyer and Seller mutually agree in writing.

1.5 “Close of Escrow” means the date that the Grant Deed is recorded in Official Records.

1.6 “Contingency Period” means the period commencing with the Opening of Escrow and ending at 5:00 p.m. (California time) on the date which is ten (10) days thereafter. The date on which the Contingency Period expires is referred to as the “Contingency Approval Date.”

1.7 “Escrow Holder” means Stewart Title of California, Inc.

1.8 “Escrow Holder Address” means:

Stewart Title of California, Inc.
760 West Main Street
El Centro, California 92243

1.9 “Purchase Price” means the total sum of thirty-eight Thousand Dollars (\$38,000.00).

1.10 “Seller’s Address” means:

City of Brawley
383 Main Street
Brawley, California 92227

1.11 “Title Company” means Stewart Title of California, Inc.

2. Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for the Purchase Price and upon the terms and conditions herein set forth.

3. Payment of Purchase Price. The Purchase Price for the Property shall be paid by Buyer as follows:

(a) Closing Funds. Seller acknowledges receipt of the sum of ten thousand dollars (\$10,000.00) outside of escrow, which sum shall be credited against the total purchase price, leaving due the sum of twenty eight thousand dollars (\$28,000.00). At least one (1) business day prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in immediately available funds (cash, bank cashier’s check payable to Escrow Holder or confirmed wire transfer of funds) the sum of twenty-eight thousand dollars (\$28,000.00), to be applied to the Purchase Price plus Escrow Holder’s estimate of Buyer’s share of closing costs, prorations and

charges payable pursuant to this Agreement.

4. Escrow.

(a) Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Seller and Buyer (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Buyer and Seller.

(b) Close of Escrow. This Escrow shall close on or before the Closing Date, provided that Buyer and Seller may, but shall not be obligated to, close the Escrow upon such other earlier or later date as Buyer and Seller mutually agree to in writing.

5. Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property shall be conveyed to Buyer by the Grant Deed subject to the following condition of title ("Approved Condition of Title"):

(a) a lien to secure payment of general and special real property taxes and assessments, not delinquent;

(b) the lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code;

(c) matters affecting the Condition of Title created by or with the written consent of Buyer; and

(d) all exceptions which are disclosed by the "Title Report" described in Paragraph 7(a)(ii) below, which are approved or deemed approved by Buyer as provided herein.

6. Title Policy. Title shall be evidenced by the willingness of Title Company to issue its standard coverage policy, CLTA Owner's Policy of Title Insurance ("Title Policy"), in the amount of the Purchase Price showing title to the Property vested in Buyer.

7. Conditions to Close of Escrow

(a) Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of

such conditions) on or prior to the dates designated below for the satisfaction of such conditions. In the event Buyer timely terminates this Agreement and the Escrow in writing (on or before the dates designated below) due to the failure of any of such conditions, then both Seller and Buyer shall be relieved of all further obligations and liabilities under this Agreement (except for the indemnity and insurance obligations of Buyer set forth in paragraph 7(a)(i) below, the legal fees in paragraph 17 below, and the covenants of Buyer set forth in paragraph 14 below, which shall survive any such termination). If all conditions to Buyer's obligations are satisfied or waived by Buyer and the transaction does not close, Seller may retain the \$10,000.00 deposit as liquidated damages.

(i) Buyer's Review of Title. Escrow Holder will cause to be delivered to Buyer a standard preliminary report from the Title Company with respect to the Property, together with the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the "Title Report"). Buyer shall have until the date which is five (5) days after receipt of the Title Report (the "Title Review Period") to give Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's disapproval or conditional approval of any matters shown in the Title Report. The failure of Buyer to give Buyer's Title Notice on or before the end of the Title Review Period shall be conclusively deemed to constitute Buyer's approval of the condition of title to the Property. If Buyer disapproves or conditionally approves in writing any matter of title shown in the Title Report, then Seller may, but shall have no obligation to, within five (5) days after its receipt of Buyer's Title Notice ("Seller's Election Period"), elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters by giving Buyer written notice ("Seller's Title Notice") of those disapproved or conditionally approved title matters, if any, which Seller agrees to so eliminate or ameliorate by the Close Date; provided, that, Seller shall have no obligation to pay any consideration or incur any liability in order to eliminate or ameliorate such disapproved title matters. If Seller does not elect to eliminate or ameliorate any disapproved or conditionally approved title matters, or if Buyer disapproves Seller's Title Notice, or if Seller fails to timely deliver Seller's Title Notice, then Buyer shall have the right, upon delivery to Seller and Escrow Holder (on or before three (3) business days following the expiration of Seller's Election Period) of a written notice, to either: (a) waive its prior disapproval, in which event said disapproved matters shall be deemed unconditionally approved; or (b) terminate this Agreement and the Escrow created pursuant hereto. Failure to take either one of the actions described in (a) and (b) above shall be deemed to be Buyer's election to take the action described in (a) above. If, in Seller's Title Notice, Seller has agreed to either eliminate or ameliorate to Buyer's satisfaction by the Closing Date certain disapproved or conditionally approved title matters described in Buyer's Title Notice, but Seller is unable to do so, then Buyer shall have the right (which shall be Buyer's sole and exclusive right or remedy for such failure), upon delivery to Seller and Escrow Holder (on or before one (1) business day prior to the Closing Date) or a written notice to either: (x) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (y) terminate this Agreement and the Escrow created pursuant hereto, in which event buyer shall be entitled to the return of the Deposit, together with all interest accrued thereon while in Escrow. Failure to take either one of the actions described in (x) and (y) above shall be deemed to be Buyer's election to take the action described in (x) above. In the event this Agreement is terminated by Buyer pursuant to the provisions of this Paragraph 7(a)(i), neither party shall have any further rights or obligations

hereunder.

(iii) Seller's Obligations. As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement.

(b) Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence of satisfaction by Buyer of all obligations required to be performed by Buyer under this Agreement for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive such condition).

8. Deposits by Seller. At least one (1) business day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

(a) Grant Deed. A Grant Deed, duly executed by Seller and acknowledged.

(b) Seller's Certificate of Non-Foreign Status. A certificate of no-foreign status ("Firpta Certificate"), duly executed by Seller.

(c) Other instruments. Such other instruments and documents as are required under paragraph 19(b) hereof.

9. Deposits by Buyer. Buyer shall deposit with Escrow Holder prior the Close of Escrow a counterpart of the Disclosure Statement, duly executed by Buyer, and such other fees, documents and instruments as are required under paragraph 10 and 19(b) hereof.

10. Costs and Expenses. All costs and expenses normally associated with the closing of escrow shall be borne by Buyer; excepting costs associated with clearing title. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer and Seller shall share equally all of Escrow Holder's fees and charges.

11. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

(a) Taxes and Assessments. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be

used, and when the actual amount of taxes and assessment for the year or years in question shall be determinable, then such taxes and assessments will be re-prorated between the parties to reflect the actual amount of such taxes and assessments. If the Property is not a separate tax parcel, the real property taxes and assessments allocated to the Property shall be based on the approximate gross square footage of the Property as compared to the gross square footage of the tax parcel(s) in which the Property is located.

(b) Escrow Statement. At least one(1) business day prior to the Close of Escrow the parties hereto shall agree upon all of the prorations to be made and submit a statement to the Escrow Holder (or sign a statement prepared by Escrow Holder) setting forth the same. In the event that any prorations, apportionments or computations made under this Paragraph shall require final adjustment, then the parties hereto shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected adjustment or proration will be paid in cash to the party entitled thereto.

12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

(a) Prorations. Prorate all matters referenced in Paragraph 11 based upon the statement delivered into Escrow signed by the parties.

(b) Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records.

(c) Funds. Disburse from funds deposited by Buyer with Escrow Holder towards payment of all items chargeable to the account of Buyer pursuant hereto in payment of such costs, including, without limitation, the payment of the Purchase Price to Seller, and disburse the balance of such funds, in any, to Buyer.

(d) Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

(e) Documents to Seller. Deliver to Seller any documents to be delivered to Seller hereunder.

(f) Documents to Buyer. Deliver to Buyer the Firpta Certificate and any other documents to be delivered to Buyer hereunder.

13. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer as of the date of this Agreement, each of which is material and being relied upon by Buyer:

(a) Authority. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite

to the valid and binding execution, delivery and performance of this Agreement, except as to otherwise expressly set forth herein.

(b) Foreign Person Affidavit. Seller is not foreign person as defined in Section 1445 of the Internal Revenue Code.

(c) Actions. Seller has no actual knowledge of and has received no written notice of any pending or threatened actions, suits, claims or proceedings affecting the Property, including, any judicial proceedings in eminent domain.

(d) Hazardous Materials. To Seller's actual knowledge, there are no Hazardous Materials located on the Property in violation of applicable laws in existence as of the date of this Agreement.

The term "actual knowledge of Seller," or similar phrases, used in this Agreement shall refer to actual, present knowledge of Seller as of the date of this Agreement without any duty of investigation or inquiry of any kind or nature whatsoever, and "written notice" shall mean written notice actually received by Seller.

14. Buyer's Covenants, Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following covenants, representations and warranties, each of which is material and is being relied upon by Seller:

(a) Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

(b) Condition of Property. Buyer acknowledges and agrees that it is purchasing the Property based solely upon Buyer's inspection and investigation of the Property and all documents related thereto, or its opportunity to do so, and Buyer is purchasing the Property in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind.

15. Notices. All notices, approvals, demands, or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by a nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by telecopy and shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) Business Days after the date of posting by the United States post office, or (iii) if given by telecopy or facsimile, when sent with confirmation of receipt.

Any notice, request, demand, direction or other communication sent by cable, telex or telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. All notices to Seller shall be sent to Seller's Address. All notices to Buyer shall be sent to Buyer's Address. All notices to Escrow Holder shall be sent to Escrow Holder's Address. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next Business Day immediately following such Saturday, Sunday or legal holiday. Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

16. Brokers. Neither Buyer nor Seller has engaged any real estate broker with respect to the transaction contemplated herein. If any claims for brokers' or finders' fees for the consummation of this Agreement arise, then Buyer hereby agrees to indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Buyer, and Seller hereby agrees to indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller.

17. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement or any other dispute between the parties concerning this Agreement or the Property, then in that event, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees. This Paragraph shall survive any termination of this Agreement prior to the Close of Escrow and shall also survive the recordation of the Grand Deed and the Close of Escrow and shall not be deemed merged into the Grant Deed upon its recordation.

18. Assignment. Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of Seller, which consent Seller may withhold in its sole, absolute and subjective discretion.

19. Miscellaneous

(a) Survival of Covenants. The covenants, representations and warranties of Buyer set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow and shall not be deemed merged into the Grant Deed upon its recordation.

(b) Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

(c) Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof. All references herein to a particular time of day shall be deemed to refer to Los Angeles, California time.

(d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(e) Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(f) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

(g) Exhibits. The Exhibits attached hereto are hereby incorporated herein by reference for all purposes.

(h) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(i) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(j) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

(k) Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

(l) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, including any letter of intent or letter of understanding previously executed by such parties, if any, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby. Except that those documents associated with the process by which Buyer was selected to purchase the Property shall not be excluded.

(m) Partial Invalidity. If any portion of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.

(n) Successors and Assigns. Subject to the provisions of Paragraph 18 hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

(o) Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next Business Day thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“BUYER”

KCAL Property Management, LLC

By _____

“SELLER”

City of Brawley, California

By _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 42, subdivision of lots 2, 3, 6 and 7, Block 119, OM 4-43, City of Brawley, County of Imperial, State of California

APN 049-052-005

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: March 6, 2012

City Manager: FBM

FROM: Prepared by: Ana Gutierrez, Contract Manager
Presented by: Yazmin Arellano-Torres, P.E., Public Works Director

SUBJECT: Award Bid to A & R Construction Inc., for Project No. 2011-06, K Street Drainage Improvements Project which consists of the installation of new 24" RCP storm drain pipe, new storm drain manholes, and other items not mentioned that are required by the Plans, Drawings and Specifications, for an amount of \$242,410.

CITY MANAGER RECOMMENDATION: Award Bid to A & R Construction Inc., for Project No. 2011-06, K Street Drainage Improvements Project, for \$242,410, and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION: On January 25, 2012, the City of Brawley Engineering Department advertised Project No. 2011-06, K Street Drainage Improvements Project. On February 28, 2012, four (4) bids were received as follows:

A & R Construction, Inc. Brawley, CA	\$242,410
Radco, Inc. Brawley, CA	\$251,950
Interwest Pacific, LTD Solana Beach, CA	\$357,700
McKenna General Engineering, Inc. Corona, CA	\$361,404

The local bidding preference factor is not shown. The low bidder is a Brawley Contractor. The project is estimated for completion by June 30, 2012.

FISCAL IMPACT: \$ 242,410 Fiscal Budget 2011/2012 Wastewater Enterprise Fund.

ATTACHMENTS: Bid Summary

BID SUMMARY FOR SPECIFICATION NO. 2011-06: K Street Drainage Improvements Project
BID OPEN DATE: February 28, 2012 @ 2:00 PM

CONTRACTOR	Bid Schedule	
<p>A & R Construction 1631 River Drive Brawley, CA 92227</p>	<p>\$242,410.00</p>	<p><input type="checkbox"/> Bid Schedule <input type="checkbox"/> Acknowledgement of Addenda (1) <input type="checkbox"/> Bid Bond <input type="checkbox"/> Non-Collusion Affidavit <input type="checkbox"/> Public Contract Code Section 10162 Questionnaire <input type="checkbox"/> List of Proposed Subcontractors <input type="checkbox"/> Major Material <input type="checkbox"/> Debarment and Suspension Certification <input type="checkbox"/> Nondiscrimination Clause <input type="checkbox"/> Equal Employment Opportunity Clauses <input type="checkbox"/> Equal Employment Certification <input type="checkbox"/> Drug Free Workplace Certification</p>
<p>INTERWEST PACIFIC, LTD. 990 Highland Drive, Suite 212 Solana Beach, CA 92075</p>	<p>\$357,700.00</p>	<p><input type="checkbox"/> Bid Schedule <input type="checkbox"/> Acknowledgement of Addenda (1) <input type="checkbox"/> Bid Bond <input type="checkbox"/> Non-Collusion Affidavit <input type="checkbox"/> Public Contract Code Section 10162 Questionnaire <input type="checkbox"/> List of Proposed Subcontractors <input type="checkbox"/> Major Material <input type="checkbox"/> Debarment and Suspension Certification <input type="checkbox"/> Nondiscrimination Clause <input type="checkbox"/> Equal Employment Opportunity Clauses <input type="checkbox"/> Equal Employment Certification <input type="checkbox"/> Drug Free Workplace Certification</p>
<p>McKenna General Engineering, Inc. P.O. Box 78837 Corona, CA 92877</p>	<p>\$361,404.07</p>	<p><input type="checkbox"/> Bid Schedule <input type="checkbox"/> Acknowledgement of Addenda (1) <input type="checkbox"/> Bid Bond <input type="checkbox"/> Non-Collusion Affidavit <input type="checkbox"/> Public Contract Code Section 10162 Questionnaire <input type="checkbox"/> List of Proposed Subcontractors <input type="checkbox"/> Major Material <input type="checkbox"/> Debarment and Suspension Certification <input type="checkbox"/> Nondiscrimination Clause <input type="checkbox"/> Equal Employment Opportunity Clauses <input type="checkbox"/> Equal Employment Certification <input type="checkbox"/> Drug Free Workplace Certification</p>

<div><div>RADCO</div><div>615A US Highway 111</div><div>Brawley, CA 92227</div></div>	<div>\$251,950.00</div>	<div><div><div><input type="checkbox"/></div><div>Bid Schedule</div></div><div><div><input type="checkbox"/></div><div>Acknowledgement of Addenda (1)</div></div><div><div><input type="checkbox"/></div><div>Bid Bond</div></div><div><div><input type="checkbox"/></div><div>Non-Collusion Affidavit</div></div><div><div><input type="checkbox"/></div><div>Public Contract Code Section 10162 Questionnaire</div></div><div><div><input type="checkbox"/></div><div>List of Proposed Subcontractors</div></div><div><div><input type="checkbox"/></div><div>Major Material</div></div><div><div><input type="checkbox"/></div><div>Debarment and Suspension Certification</div></div><div><div><input type="checkbox"/></div><div>Nondiscrimination Clause</div></div><div><div><input checked="" type="checkbox"/></div><div>Equal Employment Opportunity Clauses</div></div><div><div><input type="checkbox"/></div><div>Equal Employment Certification</div></div><div><div><input type="checkbox"/></div><div>Drug Free Workplace Certification</div></div></div>
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ORDINANCE NO. 2012-01

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA,
ESTABLISHING A NO PARKING ZONE.

THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES HEREBY ORDAIN
AS FOLLOWS:

Chapter 17 Section 17.58 of the Brawley Municipal Code is hereby
amended to read as follows:

Section 1. A No Parking Zone is hereby established at the
following locations prohibiting the stopping,
standing and parking of motor vehicles as
follows:

- (a) Beginning at the northeastern end of curb
return of the S. El Cerrito Drive and
Cattle Call Drive intersection, located
on the east curb face of S. El Cerrito
Drive.

Thence north following the east curb face
to the southeastern end of curb return of
the S. El Cerrito Drive and Allen Street
intersection.

- (b) Beginning at the southwestern end of curb
return of the Cattle Call Drive and
Willard Avenue intersection, located on
the north and south edge of asphalt of
Cattle Call Drive.

Thence westerly, southerly, easterly and
northerly along the paved surface
following the north, south, east and west
edge of asphalt to the southwestern end
of curb return of the Cattle Call Drive
and Willard Avenue intersection.

Section 2. The Director of Public Works is instructed and
authorized forthwith to indicate such
restricted areas by curb markings or signs.

Section 3. A violation hereof shall constitute an
infraction and shall be punishable as provided
in of the Vehicle Code as the same now provides
or as amended from time to time.

Section 4. This ordinance shall be effective thirty (30)
days after its adoption and upon the posting of
the appropriate curb marking and signs.

Section 5. The City Clerk shall cause a certified copy of this ordinance to be published one time within fifteen (15) days after its adoption in a newspaper of general circulation printed in the Imperial County and circulated in the City of Brawley.

APPROVED, PASSED AND ADOPTED, at a regular council meeting of the Brawley City Council on the 6th day of March, 2012.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk
STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF BRAWLEY)

1st Reading

I, Alma Benavides, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2012-01 was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 6th day of March, 2012 and that it was so adopted by the following roll call vote: m/s/c Miranda/Couchman 5-0

AYES: Campbell, Couchman, Kelley, Miranda, Nava
NAYES: None
ABSTAIN: None
ABSENT: None

DATED: February 21, 2012

Alma Benavides, City Clerk

2nd Reading & Adoption

I, Alma Benavides, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2012-01 was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 6th day of March, 2012 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: March 6, 2012

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: March 6, 2012

City Manager: 

FROM: Prepared by: Shirley Bonillas, Personnel and Risk Management
Administrator
Presented by: Rosanna Bayon Moore, City Manager

SUBJECT: Amendment No. 1 to Brawley City Manager's Employment Agreement

CITY MANAGER RECOMMENDATION: Approve proposed changes to Section 6 Retirement and Section 11: Termination/Severance Pay

DISCUSSION: The attached proposed changes to the Brawley City Manager's Employment Agreement will address two key areas:

1. Utilization of the City's current general liability coverage with the California Joint Powers Insurance Authority with respect to Employment Liability Protection Coverage for City Managers.
2. Clarification regarding the City Manager's future obligation to contribute to the employee portion of CalPERS. The timing and proportion shall be consistent with the City's bargaining units.

FISCAL IMPACT: Item #1 yields a savings of \$32,500 at the time of separation

Item #2 is dependent on the percentage of contribution. Maximum savings at the City Manager's current salary is \$9,100 per year.

ATTACHMENTS: City Manager's Employment Agreement Amendment.

NOTE: Underlined content are the proposed changes

6. Retirement.

Employee shall be eligible to participate in the Employer's Retirement Plan with the Public Employee Retirement System (PERS). Employer shall pay in the same manner as for other ~~city management team~~ employees. If a bargaining unit or unrepresented contributes to the employee portion or any percentage thereof, City Manager will also contribute the same proportion towards the employee portion of PERS.

11. Termination/Severance Pay.

In the event Employer wishes to terminate Employee for other than willful misconduct, it shall give Employee thirty days written notice. In the absence of any further action by the City Council, the City Manager shall be entitled to any applicable benefits provided under the California Joint Powers Insurance Authority's ("CJPIA") Termination of City Manager's Employment Liability Protection Coverage ("Coverage") so long as the City Manager complies with the requirements of the Coverage, the City of Brawley is a member of the CJPIA and the CJPIA continues to offer the coverage. If the coverage is no longer available or does not offer a minimum of 90 days coverage, the Employee shall receive a severance in an amount equal to ninety (90) days salary at the end of the notice period.

FIRST AMENDMENT TO CITY OF BRAWLEY EMPLOYMENT AGREEMENT
WITH CITY MANAGER ROSANNA BAYON MOORE

This agreement is made and entered into this ____ of March, 2012, by and between the City of Brawley, California, a municipal corporation, acting through its Mayor ("Employer") and Rosanna Bayon Moore, (Employee).

WITNESSETH:

WHEREAS, the parties hereto entered an employment agreement dated August 23, 2011 ("Agreement"); and

WHEREAS, the parties hereto wish to amend the agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1

Section 6 of the Agreement is amended to read:

6. Retirement.

Employee shall be eligible to participate in the Employer's Retirement Plan with the with the Public Employee Retirement System (PERS). Employer shall pay in the same manner as other employees. If a bargaining unit or unrepresented contributes to the employee portion or any percentage thereof, City Manager will also contribute the same proportion towards the employee portion of PERS.

Section 2

Section 11 of the Agreement is amended to read:

11. Termination/Severance Pay.

In the event Employer wishes to terminate Employee for other than willful misconduct, it shall give Employee thirty days written notice. In the absence of any further action by the City Council, the City Manager shall be entitled to any applicable benefits provided under the California Joint Powers Insurance Authority's ("CJPIA") Termination of City Manager's Employment Liability Protection Coverage ("Coverage") so long as the City Manager complies with the requirements of the Coverage, the City of Brawley is a member of the CJPIA and the CJPIA continues to offer the coverage. If the coverage is no longer available or does not offer a minimum of 90 days coverage, the Employee shall receive a severance in an amount equal to ninety (90) days salary at the end of the notice period.

Section 3

Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

EMPLOYER:

City of Brawley, California

By: _____
George Nava, Mayor

EMPLOYEE:

By: _____
Rosanna Bayon Moore, City Manager

ATTEST:

By: _____
Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: March 6, 2012

City Manager: *RBM*

FROM: Prepared by: Rosanna Bayon Moore, City Manager
Presented by: Rosanna Bayon Moore, City Manager

SUBJECT: Brawley Corner Petroleum (Chandi Group), 1190 South Brawley Avenue, Brawley, CA, Public Convenience and Necessity Letter and ABC Zoning Affidavit

RECOMMENDATION: Authorize City Manager to execute letter of Public Convenience and Necessity to be submitted with Department of Alcoholic Beverage Control (ABC) Zoning Affidavit.

DISCUSSION: Per Business & Professions Code Section 23817.7, a letter of Public Convenience and Necessity is required to be issued by the City Council or a delegated City representative.

This subject has been reviewed by the Police and Planning Departments. It is staff's recommendation that a single condition be applied to the license. The applicant is requested to install high quality digital recorders that are accessible to law enforcement upon request.

FISCAL IMPACT: None.

ATTACHMENTS: Draft letter of Public Convenience and Necessity; ABC Zoning Affidavit; Business & Professions Code Section 23817.7

DRAFT

March 7, 2012

Ms. Donna M. Hogan
Licensing Representative II
Department of Alcohol Beverage Control Board
Palm Desert District Office
34-160 Gateway Dr Ste 120
Palm Desert, CA 92211

Re: ABC License for Brawley Corner Petroleum Located at 1190 South Brawley Avenue, Brawley, CA

Dear Ms. Hogan:

The City of Brawley has reviewed the request for a letter of Public Convenience and Necessity and has made the determination that the issuance of a Type 20 ABC license for Brawley Corner Petroleum at 1190 South Brawley Avenue, will provide for the convenient patronage of the public, whereby that convenience does not adequately exist in the immediate area and meets the need in the community.

Pursuant to Business & Professions Code Section 23817.7, a letter of Public Convenience and Necessity is required to be issued by the City Council or a delegated City representative. On March 6, 2012 the City Council voted to approve this letter of Public Convenience and Necessity subject to the following condition:

The applicant shall install high quality digital recorders that are accessible to law enforcement 24 hours per day.

If there are additional questions or you are in need of further information, please to contact me at (760) 351-3054.

Sincerely,

Rosanna Bayon Moore
City Manager

cc: Chandi Group
Gordon Gaste, Planning Director
Mark Gillmore, Police Chief
File

ZONING AFFIDAVIT

Instructions to the Applicant: Complete Items 1 - 14. Sign and date the form and submit it to ABC.

1. APPLICANT(S) NAME (Last, first, middle) <u>Brawley/Comer Petroleum, Inc.</u>		3. PARCEL NUMBER OF PROPERTY (Obtain from County Assessor's Office)
2. PREMISES ADDRESS (Street number and name, city, zip code) <u>1190 S. Brawley Ave</u>		6. CURRENT LICENSE TYPE AT THIS LOCATION, IF ANY <u>NONE</u>
4. TYPE OF LICENSE APPLIED FOR <u>20-off Sale Beer & Wine</u>	5. UPGRADE OF LICENSED PRIVILEGES <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	8. ARE THE PREMISES INSIDE THE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. TYPE OF BUSINESS (i.e., <u>convenience market w/ gasoline</u>)		
For answers to Questions 9 - 14, contact your local city OR county planning department (if inside the city limits, contact city planning; if outside, contact county planning).		
9. HOW ARE APPLICANT PREMISES ZONED? STATE TYPE (i.e., "C" commercial, "R" residential, etc.) <u>Commercial</u>		
10. DOES ZONING PERMIT INTENDED USE? <input type="checkbox"/> Yes <input type="checkbox"/> No	11. IS A CONDITIONAL USE PERMIT (C.U.P.) NEEDED? (If yes, please attach copy of receipt or C.U.P.) <input type="checkbox"/> Yes <input type="checkbox"/> No	12. IF YES, DATE YOU FILED APPLICATION FOR C.U.P.
13. NAME OF PLANNER CONTACTED AT PLANNING DEPARTMENT		14. PLANNER'S PHONE NUMBER

Under the penalty of perjury, I declare the information in this affidavit is true to the best of my

15. APPLICANT'S SIGNATURE (One signature will suffice) <u>[Signature]</u>	16. DATE SIGNED
FOR DEPARTMENT USE ONLY	
<input type="checkbox"/> C.U.P. Approved	IF APPROVED, EFFECTIVE DATE
<input type="checkbox"/> C.U.P. Denied	DATE DENIED

GENERAL INFORMATION

•Section 23790 of the Business and Professions Code says that ABC may not issue a retail license contrary to a valid zoning ordinance. This form will help us determine whether your proposed business is properly zoned for alcoholic beverage sales.

•A conditional use permit (CUP) (Item 11) is a special zoning permit granted after an individual review of proposed land-use has been made. CUP's are used in situations where the proposed use may create hardships or hazards to neighbors and other community members who are likely to be affected by the proposed use. The ABC district office will not make a final recommendation on your license application until after the local CUP review process has been completed. If the local government denies the CUP, ABC must deny your license application.

23790. Zoning ordinances. No retail license shall be issued for any premises which are located in any territory where the exercise of the rights and privileges conferred by the license is contrary to a valid zoning ordinance of any county or city.

Premises which had been used in the exercise of those rights and privileges at a time prior to the effective date of the zoning ordinance may continue operation under the following conditions:

(a) The premises retain the same type of retail liquor license within a license classification.

(b) The licensed premises are operated continuously without substantial change in mode or character of operation.

For purposes of this subdivision, a break in continuous operation does not include:

(1) A closure for not more than 30 days for purposes of repair, if that repair does not change the nature of the licensed premises and does not increase the square footage of the business used for the sale of alcoholic beverages.

(2) The closure for restoration of premises rendered totally or partially inaccessible by an act of God or a toxic accident, if the restoration does not increase the square footage of the business used for the sale of alcoholic beverages.

(2) The number of premises for which an off-sale beer and wine license is issued in a city and county, in combination with the number of premises for which an off-sale general license is issued in a city and county, shall be limited to one for each 1,250, or fraction thereof, inhabitants of the city and county in which the premises are situated. No additional off-sale beer and wine license, other than a renewal or transfer or as permitted by Section 23821, shall be issued in any city and county where the number of premises for which all off-sale beer and wine licenses in combination with off-sale general licenses are issued is more than one for each 1,250, or fraction thereof, inhabitants of the city and county.

(b) Notwithstanding subdivision (a), a retail off-sale beer and wine replacement license shall be issued upon application when all of the following conditions exist:

(1) The replacement license is only for use at a premises which was licensed and operated within the past 90 days.

(2) The prior licensee abandoned the premises or the original license is subject to a bankruptcy proceeding and the prior licensee has no right to operate at that location. For purposes of this paragraph, "abandoned" means that the prior license has not been transferred to a new location and the prior licensee is not exercising dominion or control over the premises. "Abandoned" does not mean a license which has been voluntarily surrendered pursuant to department rule.

(3) The application for a replacement license shall be accompanied by a fee of one hundred dollars (\$100).

(c) The following limitations shall apply to the issuance of a replacement license:

(1) The replacement license shall not be transferred to another premises.

(2) All conditions imposed on the original license shall apply to the replacement license.

(3) The original license shall be canceled by operation of law upon the issuance of the replacement license.

23817.7. (a) Notwithstanding Section **23817.5**, the department may approve an application for an off-sale beer and wine license in areas covered by Section **23817.5**, if the applicant shows that public convenience or necessity would be served by the issuance, and where all of the following conditions are found to exist:

(1) The applicant premises are located in a crime reporting district that is below that specified pursuant to paragraph (1) of subdivision (a) of Section 23958.4. In considering an application, the department may take into account adjacent crime reporting districts, if the applicant premises are located within 100 feet of the boundaries of any adjacent district. The department shall use an average of reported crimes in the crime reporting district in which the premises are located and reported crimes in any adjacent crime reporting district, if the total of crimes reported in the adjacent district or districts is greater than the crime reporting district in which the premises are located.

(2) The applicant premises are located in an area that falls below the concentration level provided in paragraph (3) of subdivision (a) of Section 23958.4.

(3) The local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines that public convenience or necessity would be served by the issuance.

(b) The department may impose reasonable conditions on a licensee as may be needed in the interest of the public health, safety, and welfare regarding signing, training for responsible beverage sales and hours, and mode of sale.

23817.8. (a) Notwithstanding Section **23817.5**, the department may approve an application for an off-sale beer and wine license by a licensed beer and wine wholesaler, even though the applicant premises will be located in an area having an undue concentration of off-sale beer and wine licenses, as provided in paragraph (3) of subdivision (a) of Section 23958.4, provided each of the following conditions are met:

(1) The off-sale beer and wine license shall be held at the same location as the beer and wine wholesaler license.

(2) The off-sale beer and wine license shall be restricted to sales solicited and accepted by direct mail, telephone, or on-line computer. The off-sale beer and wine license shall not be used for operations conducted from a retail store open to the public.

(b) The department may impose reasonable conditions on a licensee as may be needed in the interest of the public health, safety, and welfare regarding signing, training for responsible beverage sales, hours, and mode of sale.

23817.10. Whenever it is made to appear to the department by satisfactory evidence that the population in any city or county has increased by more than 2,500 or multiples of 2,500 inhabitants or the population in a city and county has increased by more than 1,250 or multiples of 1,250 inhabitants since the most recent United States decennial census and if the total number of off-sale beer and wine licenses in that city, county, or city and county does not then exceed the maximum specified in Section **23817.5**, the department may issue additional licenses, not to exceed one off-sale beer and wine license for each increase of 2,500 inhabitants in the city or county or for each increase of 1,250 inhabitants in the city and county since the taking of the census.

23817.9. For the purposes of Section **23817.5**, beginning with the year 2000, population shall be determined by the most recent United States decennial census or a single subsequent census between United States decennial censuses validated by the Population Research Unit of the Department of Finance five years after a United States decennial census.

23818. Population, for the purpose of Sections 23816 and **23817**, shall be determined by the most recent United States decennial or special census or a subsequent census validated by the Population Research Unit of the Department of Finance.

23819. Nothing in this article authorizes the cancellation of any license which may be outstanding in any county in excess of the